

Exhibit C

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

US AIRWAYS, INC., FOR AMERICAN
AIRLINES, INC. AS SUCCESSOR AND
REAL PARTY IN INTEREST

Plaintiff,

v.

SABRE HOLDINGS CORP.,
SABRE GLBL INC., and
SABRE TRAVEL INT'L LTD.,

Defendants.

Civil Action No. 1:11-cv-02725-LGS

ECF Case

US AIRWAYS' PROPOSED VERDICT FORM

VERDICT FORM

I. Monopolization Claim¹

Question 1

Has US Airways proved, by a preponderance of the evidence, that Sabre willfully maintained monopoly power through exclusionary conduct in the relevant market?

Yes _____ No _____

If you answered “Yes,” proceed to Question 2.

If you answered “No,” proceed to Question 4.

Question 2

Has US Airways proved, by a preponderance of the evidence, that it was harmed as a result of Sabre’s exclusionary conduct?

Yes _____ No _____

If you answered “Yes,” proceed to Question 3.

If you answered “No,” proceed to Question 4.

Question 3

Please state the amount that will fairly compensate US Airways for any harm it sustained as a result of Sabre’s exclusionary conduct.

\$ _____

Proceed to Question 4.

¹ For the monopolization claim, US Airways’ proposed questions track the simplicity, wording, and number of questions the Court approved for US Airways’ contract restraints claim in the verdict form for the 2016 trial, ECF No. 720, which will help to avoid juror confusion. The parties also dispute the order in which the claims should be presented in the verdict form, statement of the case, and jury instructions. Because US Airways plans to focus its trial presentation on its monopolization claim, US Airways believes it will be clearer to the jury to present the questions for that claim first.

II. Contract Restraints Claim²

Question 4

Has US Airways proved, by a preponderance of the evidence, that Sabre unreasonably restrained trade in the relevant market by means of the challenged contract provisions?

Yes _____ No _____

If you answered “Yes,” proceed to Question 5.

If you answered “No,” proceed to the end.

Question 5

Has US Airways proved, by a preponderance of the evidence, that it was harmed as a result of Sabre’s unreasonable restraint of trade?

Yes _____ No _____

If you answered “Yes,” proceed to Question 6.

If you answered “No,” proceed to the end.

Question 6

Please state the amount that will fairly compensate US Airways for any harm it sustained as a result of Sabre’s unreasonable restraint of trade.

\$ _____

Please sign this verdict sheet and inform the court deputy that you have reached a verdict.

* * *

² US Airways’ questions for the contract restraints claim closely track those used by the Court in the verdict form for the 2016 trial. See ECF No. 720.